

 FOR PROCUREMENT, LEGAL AND INFORMATION SECURITY

Everything your vendor assessment asks for

Who you contract with, who is liable, who processes the data, what is insured, and what we can put in writing. Gathered here instead of spread across the imprint, the Trust Center and the pricing page. Where we do not hold something yet, it says so rather than sitting in a footnote.

 1 · COMPANY MASTER DATA

The entity you contract with

One legal entity carries every engagement, invoices it and is liable for it. The member companies of the Alliance deliver under its responsibility as named subcontractors.

Legal name	Promo Consulting Solutions GmbH
Brand	FIBRE® — the platform the campaigns run on
Network	Competence Alliance — the name the member companies operate under, and the name in the imprint
Legal form	Gesellschaft mit beschränkter Haftung (GmbH), German law
Registered office	Hanau, Germany
Business address	Wuhlestraße 7a, 12683 Berlin, Germany
Commercial register	Amtsgericht Hanau, HRB 99379
VAT identification number	DE306119576
Trading since	2016 as Promo Consulting Solutions GmbH and as the Competence Alliance. Consumer promotions since 2010, before that through a predecessor entity that has since been consolidated and is no longer used.
Managing director	Bernhard Mueller, PhD
Telephone	+49 661 29191 488
Email	info@competence-alliance.global
Website	competence-alliance.global

[Full legal details](#)[Imprint →](#)

A current extract from the commercial register and a Creditreform credit report are provided on request, so a supplier assessment does not stall on paperwork. Registration in your own supplier portal, including a D-U-N-S number where your process requires one, is arranged on request.

2 · CONTRACT, LIABILITY, INSURANCE

Who stands behind the campaign

Contracting party	Promo Consulting Solutions GmbH, Berlin. One contract, one invoice, one liable counterparty.
Structure	A network of legally separate companies across digital and marketing, events and software engineering, plus licensed attorneys in all 41 markets. Some members hold shares in one another, wholly or in part; between others there are none. This is not a group under common control: your sole contracting party, and your counterparty for liability, is Promo Consulting Solutions GmbH.
Subcontractors	Which member company delivers which part is named in the offer and in the subcontractor list, before you commit, together with how the shareholdings run. Members that hold shares in one another go through the same approval as any other subcontractor. You never have to coordinate them.
Term and notice	Agreed per campaign, in the services agreement.
Governing law	German law. The place of jurisdiction is agreed in the services agreement.
Liability	Set out in the services agreement, with a cap. The execution guarantee sits on top: if a market has to be stopped or re-run because of an error we are responsible for, we refund the campaign operating fee for that market.
Insurance	Promo Consulting Solutions GmbH carries public liability insurance (Betriebshaftpflicht) and professional indemnity insurance (Vermögensschadenhaftpflicht). Both policies are held by the contracting entity and their territorial scope covers the European markets we operate in. A current certificate stating the sums insured is provided on request, before contract.

Data and content rights

You are the controller of the campaign and participant data; we process it on your instructions and you can export it at any time in a structured format, within the consent, the purpose and the legal basis it was collected under. The content created for you is yours. We retain the rights in the FIBRE platform and its components.

The execution guarantee and its exclusions are set out in the services agreement. What the guarantee covers →

3 · COMMERCIAL AND INVOICING

What is billed, and how

Price model	One fixed campaign operating fee, plus a pre-agreed price per validated purchase and the consumer reward budget. Receipt validation technology is included in the platform; validation transactions are billed per confirmed purchase.
Invoicing entity	Promo Consulting Solutions GmbH, Berlin.
Reward budget	The consumer reward budget is held and settled separately from the operating fee. What is paid out to consumers is reconciled and evidenced at the end of the campaign.

The price model in full: what the fixed operating fee includes and what sits outside it →

4 · DATA PROTECTION

Roles, agreements, transfers

The short version for your assessment. The full detail, including the measures annex, is in the Trust Center.

Roles	You are the controller, we are the processor. Where we act as controller — the contact data of your project team, or a cashback promotion we run in our own name — we say so in the contract rather than leaving it open.
Data processing agreement	Art. 28 GDPR, signed before any data flows. Covers purposes, data categories, retention, technical and organisational measures, subprocessors and audit rights.
Data protection officer	Appointed. Contact: info@competence-alliance.global. The name is published in the privacy notice, which is where Art. 37(7) GDPR puts it.
Hosting	Servers in the European Union. Every campaign runs in its own logically separated data set; where the campaign design or local law calls for it, a market runs in its own database.

International transfers	Standard contractual clauses, Module 2 controller-to-processor, with the UK addendum where UK data is involved and separate country annexes for markets such as Switzerland and Turkey that apply their own regimes.
Subprocessors	Listed in the agreement and engaged only with your prior consent. Member companies that hold shares in one another are listed and consented like any other subprocessor — the GDPR has no group exemption. Each one is assessed before engagement and bound by terms at least as protective as ours.
Breach notification	On becoming aware of, or reasonably suspecting, a personal data breach: within a defined, short window, typically 24 hours, with enough detail to meet your own reporting obligations.
Data subject requests	Passed to you within a short defined period, typically five business days, with our assistance in answering them.
End of engagement	Secure erasure or return at your choice, typically within 90 days of the end of processing, with written certification.
Audit rights	You can request the information needed to demonstrate compliance and audit the systems and premises where your data is processed. Findings are remediated on notice.

Full detail, including the technical and organisational measures: [FIBRE Trust Center](#) →

5 · INFORMATION SECURITY

What protects the data

Measures annex	The full technical and organisational measures form an annex to the data processing agreement and are provided on request.
Encryption	Campaign and participant data is encrypted in transmission and in storage.
Access control	Named individual accounts, strong authentication, least privilege, with auditing, logging and change control on any system that can reach personal data.
Support access	Measures are in place designed to prevent personal data from being readable in plain text for support or maintenance purposes, by our staff or by subcontractors.

Testing	Vulnerability assessments at least once a year, more often where a client or a regulator requires it. Summary findings are shared on request.
Resilience	A disaster recovery plan covering system backup, technology replacement and an alternate recovery site. Maintained and periodically tested.
Availability	Availability targets and SLA terms are agreed contractually per engagement. Current figures are available under NDA.
Certification	Not yet certified. We are implementing an information security management system aligned with ISO/IEC 27001, with the certification audit scheduled for spring 2027. The certificate goes on this site when we hold it, and not a day before.
Accessibility	Consumer-facing campaign pages are built to WCAG 2.1 AA: keyboard operation, colour contrast, labelled form fields and alternative text.

6 · COMPLIANCE AND CONDUCT

How campaigns stay lawful

Legal network	An independent licensed attorney in each of the 41 markets, engaged and paid by us. They draft the participation terms and sign off the mechanic before launch, in their own market and in their own language.
Our role	Competence Alliance is not a law firm and does not provide legal services. We coordinate; licensed counsel advises. That separation is deliberate and is reflected in the contract.
Participation terms	Always in the language of the market. In Belgium per language region; in Switzerland German and French, with Italian for Ticino.
Minimum age	Eighteen years across all 41 markets, regardless of whether a market would permit a lower age.
Permits and prize tax	Filed and settled per market before a campaign goes live. Rules by market →
Payout screening	Recipients of payouts are screened before money moves. Details of the process are provided as part of the vendor assessment.

Your code of conduct	Your supplier code of conduct and supplier declarations are reviewed during onboarding and signed where we can meet them. Where a clause does not fit our operating model, we say which one and why, rather than signing and hoping.
AI disclosure	Where imagery on our own website was composed with AI assistance, it is labelled on the page. Campaign material for clients follows the client's own rules on this.

7 · OPERATING RECORD

Delivery record and current operating capability

Period covered	Consumer promotions since 2010. The figures below cover that whole period; since 2016 the business has been operated by Promo Consulting Solutions GmbH.
Markets	41 European markets. Coverage →
Platform	FIBRE® is the current-generation platform, built on 16 years of operating experience. It runs on EU-hosted infrastructure with data separated per campaign and, where required, per market. Promo Consulting Solutions GmbH controls the platform, its source-code repository and its product roadmap; the development companies involved have granted it the exclusive contractual rights required to operate, modify and further develop the source code. Current production metrics are available during procurement under NDA.
Capacity	150+ specialists across the member companies, working in more than 20 languages. They are not exclusively assigned to one client; who staffs your campaign, in which role, is named in the offer. A licensed attorney covers each of the 41 markets, engaged and paid by us — name any market and we will put you in touch with that attorney before you sign.
Scale	Campaigns delivered, consumers reached and value distributed to consumers are published as estimates, with the method stated. The numbers →
Regulatory record	To our knowledge, no campaign we have coordinated has been stopped or prohibited by a regulator or court since 2016. We state this for the period we can evidence as Promo Consulting Solutions GmbH rather than for the full period since 2010.

**Validation
benchmark**

In a documented 5,000-receipt benchmark, 95.5 % of receipts were decided automatically. That is a share decided without a person, not an accuracy rate: the remaining 4.5 % were flagged as uncertain and decided by trained reviewers before payout, not rejected. Methodology and error rates are available under NDA.

Named client references are provided on request, with the client's consent. Case studies → · The numbers →

8 · CONTACTS AND ESCALATION

Who to reach, and when

Contract and commercial	Bernhard Mueller, PhD, Managing Director. +49 661 29191 488, info@competence-alliance.global
Data protection	Data Protection Officer, info@competence-alliance.global
Security questionnaires	Send them to info@competence-alliance.global. We answer them in writing, in full, before the campaign rather than during it.
Incident notification to you	Through the route named in the data processing agreement, to the contacts you designate there.
Escalation during a campaign	If something stalls, it does not queue behind an account layer. The managing director is reachable directly on the number above, and that is the same number a stuck payout or a delayed permit ends up at.

9 · DOCUMENTS

What we hand over — and what we do not have

The second half of this table matters as much as the first. A supplier that lists only what it holds is asking you to guess at the rest.

DOCUMENT	AVAILABILITY	NOTE
Data processing agreement (Art. 28 GDPR)	On request	Before onboarding, for your legal review.
Technical and organisational measures	On request	Annex to the agreement.
Subprocessor list	On request	Also named in the offer.
Insurance certificate	On request	Before contract, with sums insured.

Commercial register extract	On request	Amtsgericht Hanau, HRB 99379.
Creditreform credit report	On request	Current report.
Vulnerability assessment summary	On request	Summary findings, not the raw report.
Disaster recovery plan summary	On request	As part of the vendor assessment.
Validation benchmark methodology	Under NDA	Including false positive and false negative rates.
SLA and availability figures	Under NDA	Agreed per engagement.
Named client references	On request	With the client's consent.
ISO/IEC 27001 certificate	Not held	Certification audit scheduled for spring 2027.